

**ARKANSAS DEPARTMENT OF HUMAN SERVICES**  
**PERFORMANCE BASED CONTRACTING**

Pursuant to Ark. Code Ann. 19-11-267 et. seq., the selected contractor shall comply with performance-based standards. Following are the performance-based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable. The damages set forth below are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.
- IV. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the vendor so as to establish standards that are reasonably achievable.
- V. The contract program deliverables and performance indicators to be performed by the contractor are:

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p>The Contractor must have the ability to complete 4,000 upper, 4,000 lower, and 2,000 partial dentures per contract year for the Arkansas Medicaid Adult Dental Program.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>A Corrective Action Plan (CAP), acceptable to DHS, due to DHS within ten (10) business days of request.</p> <p>DHS may also assess the execution of the performance bond submitted by the Contractor.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, calling the performance bond, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p><b>Program Support</b></p> <ol style="list-style-type: none"> <li>1. Upon award, the Contractor <b>must</b> provide to DMS a published, toll-free inquiry line to be utilized by Arkansas Medicaid Adult Dental Program providers and DMS staff for the purposes of requesting information and guidance, order status and repair/warrant work inquiries, and problem resolution.               <ol style="list-style-type: none"> <li>a. The Contractor <b>must</b> provide the name of the primary contact person(s) responsible for responding to and resolving inquiries and issues</li> <li>b. The Contractor <b>must</b> provide a response and/or resolution within one (1) business day of receiving the request.</li> </ol> </li> <li>2. Using the patient's Medicaid Program Recipient ID Number, the Contractor <b>must</b> track and provide information regarding individual orders to DMS and Arkansas Medicaid providers, when requested. When responding to any Arkansas Medicaid provider or DMS regarding the status of any Medicaid job,</li> </ol>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation,</p>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p>the response <b>must</b> include at a minimum, the expected delivery date of the order in question, and the reasons for any delay in order fulfillment, if more than ten (10) business days from receipt of order by the vendor.</p> <p>3. The Contractor <b>shall</b> provide outreach to Arkansas Medicaid enrolled providers. Such outreach <b>shall</b> monitor provider satisfactions, improve fitting processes, and minimize the number of returns due to fitting problems. The Contractor may choose how the outreach is achieved.</p> <p>4. The Contractor <b>must</b> verify dental coverage eligibility on each recipient prior to completing orders. The Contractor <b>shall</b> pay all eligibility verifications fees. A full description of these standard Medicaid fees can be found in the <a href="#">Arkansas Medicaid Dental Provider's Manual</a> and any updates or amendments.</p> <p>5. The Contractor <b>must</b> accept orders directly from the Arkansas Medicaid provider and the Arkansas Medicaid Adult Dental Program staff.</p> <p>6. The Contractor <b>must</b> have an automated system that prevents the Contractor from processing duplicate orders received on same beneficiary. This system must be in place beginning the effective date of the contract.</p>		<p>monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p><b>Prescription Specifications</b></p> <p>1. Full Dentures (as defined in ADA Procedure Code manual ) <b>shall</b> include:</p> <ul style="list-style-type: none"> <li>• Model work and articulation</li> <li>• Baseplate / Biterim</li> <li>• Setup for try-in</li> <li>• Premium hardened plastic teeth</li> <li>• Resetting of teeth (unlimited)</li> <li>• Process and finish, high impact heat-cured acrylic</li> <li>• One (1) year unlimited warranty</li> </ul> <p>2. Partial Dentures (as defined in ADA Procedure Code manual ) <b>shall</b> include:</p> <ul style="list-style-type: none"> <li>• Model work and articulation</li> <li>• Baseplate / Biterim</li> <li>• Duplicate model for processing</li> </ul>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be</p>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<ul style="list-style-type: none"> <li>• Setup for try-in</li> <li>• Premium hardened plastic teeth</li> <li>• Resetting of teeth (unlimited)</li> <li>• Process and finish, high impact heat-cured acrylic</li> <li>• Two (2) cast metal clasp standard or up to three (3) wrought wire clasps at doctor request</li> <li>• One (1) year unlimited warranty</li> </ul> <p>3. The following materials (or materials with equal or higher quality) must be used:</p> <ul style="list-style-type: none"> <li>• Premium heat-cured acrylic comparable to Lucitone 199 or Ivocap Injected</li> <li>• Premium denture teeth comparable to Myerson DB or Dentsply IPN</li> </ul>		<p>calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p><b>Support</b> Contractor <b>shall</b> provide a toll-free program support phone number and adequate staff for intake and response to inquiries. All inquiries <b>must</b> be responded to within one (1) business day. Contractor must also have voicemail set up to receive messages and must respond to such voice messages within one (1) business day.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report</p>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p><b>Timeliness</b> Contractor <b>shall</b> complete orders by shipping finished dental products to requesting providers within ten (10) business days of receipt of the request, unless otherwise agreed upon with DHS.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>(VPR) in the vendor file and contract termination.</p> <p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p><b>Shipping</b></p> <ol style="list-style-type: none"> <li>1. The Contractor <b>shall</b> pay all shipping charges associated with providing the services outlined in this solicitation. This <b>shall</b> include shipping charges for the shipment of new dentures to Arkansas Medicaid providers, shipping charges for Arkansas Medicaid providers to ship dentures to the Contractor, and all shipping charges associated with repair and warranty and non-warranty work.</li> <li>2. The Contractor <b>shall</b> properly package all dentures to prevent damage during</li> </ol>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all</p>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p>shipping. Any dentures lost or damaged during shipment to the Arkansas Medicaid provider <b>shall</b> be replaced or repaired by the Contractor. The Contractor <b>shall not</b> charge any fees for the repair or replacement of lost or damaged dentures during shipment.</p>		<p>requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p><b>Reports</b></p> <p>A. The Contractor <b>must</b> submit a monthly report via email to the Arkansas Division of Medical Services Contract Monitor or designee, no later than the fifth business day of each month. At a minimum, the report <b>shall</b> include the following:</p> <ul style="list-style-type: none"> <li>• The number of orders received, categorized by ADA Procedure Code</li> <li>• The number of orders completed, categorized by ADA Procedure Code</li> <li>• The number of orders pending, categorized by ADA procedure code, and subcategorized by 1-10 days pending, 10-20 days pending, and 20+ days pending from the day the order was received by the vendor.</li> <li>• Year to date total warranty and non-warranty repairs completed</li> </ul> <p>B. The Contractor <b>must</b> submit a monthly report via email to the Arkansas Division of Medical Services Contract Monitor or designee, no later than the fifth business day of each month. DMS</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full</p>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p>will provide specific contact information upon award. At a minimum, the report <b>must</b> include the following regarding any order not completed within ten (10) business days of receipt by the Contractor:</p> <ul style="list-style-type: none"> <li>• The name of the beneficiary</li> <li>• The Medicaid ID number of the beneficiary</li> <li>• The reason the order was not completed within ten (10) days of receipt by the Contractor</li> </ul> <p>C. The Contractor <b>must</b> submit ad hoc reporting to the Arkansas Division of Medical Services Contract Monitor or designee, when requested. The Contractor <b>must</b> submit the requested information within ten (10) business days of receiving the request unless an extension is granted by the Program Administrator. DMS will provide specific contact information upon award.</p> <p>D. The format of all reports <b>shall</b> be pre-approved by DMS.</p>		<p>compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p><b>Payment and Invoicing</b></p> <p>A. All claims for payment must be submitted using the claims submission process described in the Arkansas Medicaid Dental Provider Manual.</p> <p>B. The Contractor <b>shall</b> adhere to the process for submitting claims for payment as instructed in the Arkansas Medicaid Dental Provider Manual which can be viewed at <a href="#">Dental - Arkansas Department of Human Services</a> as well as in the Provider section of the Arkansas Medicaid website <a href="#">Arkansas Provider Portal &gt; Home</a> The turnaround time for DMS to process claims for payment shall be approximately ten (10) business days.</p> <p>C. As stated in the Arkansas Medicaid Dental Provider Manual, the vendor <b>shall</b> be responsible for payment of all claim processing fees. These claims may be billed electronically through the Arkansas DHS Fiscal Agent using software that may be obtained upon award, at no charge to the vendor.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose</p>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p>Claims processing fees may also be submitted through any HIPAA compliant system using the appropriate EDI transaction sets.</p> <p>D. In order for sales tax to be paid by DMS, the Contractor <b>must</b>:</p> <ul style="list-style-type: none"> <li>• Bill for sales tax on Medicaid claim forms</li> <li>• Distinguish between sales tax charges and orders on Medicaid claim forms</li> <li>• Bill in conjunction with the product for which the sales tax is being charged</li> <li>• Code the sales tax as specified by DMS</li> </ul> <p>E. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.</p> <p>F. The State shall not be invoiced in advance of delivery and acceptance of any goods or services.</p> <p>G. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.</p> <p>H. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.</p> <p>I. Other sections of this Bid Solicitation may contain additional requirements for invoicing.</p> <p>J. Selected vendor must be registered to receive payment and future Bid Solicitation notifications. Vendors may register on-line at <a href="https://www.ark.org/vendor/index.html">https://www.ark.org/vendor/index.html</a>.</p>		<p>additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p><b>Confidentiality</b></p> <p>A. The Contractor <b>shall</b> comply with all DHS policies governing the privacy and security of all protected health</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten</p>



Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p>information and/or other confidential information received on behalf Arkansas Medicaid beneficiaries.</p> <p>B. The Contractor <b>shall</b> implement and maintain reasonable security procedures and practices regarding all protected health information and/or other confidential information as required by A.C.A § 4-110-104, The Personal Information Protection Act.</p> <p>C. The Contractor <b>shall</b> disclose any breaches of privacy or security by contacting the DHS Information Technology Security Office within one (1) business day of the breach at <a href="mailto:DHSPrivacyInvestigator@dhs.arkansas.gov">DHSPrivacyInvestigator@dhs.arkansas.gov</a></p> <p>D. The Contractor <b>shall</b> use protected health information and/or other confidential information only in a manner that is necessary to provide the services required in this solicitation.</p> <p>E. The Contractor <b>shall</b> safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information.</p> <p>F. Contractor <b>must</b> maintain confidentiality and meet any applicable Health Insurance Portability and Accountability Act (HIPAA) requirements. Prior to award, the Contractor <b>must</b> complete and sign a Business Associate Agreement (BAA).</p> <p>A.</p>	<p>service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>(10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p><b>Mandated Reporting</b></p> <p>Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect that:</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>For each failure to report, DHS may impose:</p> <ol style="list-style-type: none"> <li>1. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or</li> <li>2. A one percent (1%)</li> </ol>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<ul style="list-style-type: none"> <li>a. A child has been subjected to child maltreatment;</li> <li>b. A child died as a result of child maltreatment;</li> <li>c. A child died suddenly and unexpectedly; or</li> <li>d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment.</li> <li>or</li> <li>e. An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment.</li> </ul> <p>A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting maltreatment to the Hotline.</p> <p>Pursuant to Act 531 of 2019, Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.</p>		<p>penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p><b>Performance Bonding</b></p> <p>The Contractor <b>shall</b> be required to obtain performance bonds to protect the State's interest as follows:</p> <ol style="list-style-type: none"> <li>1. The amount of the performance bonds <b>shall</b> be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the</li> </ol>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>Damages shall be one percent (1%) per day, calculated using the annual contract amount, for each day Vendor fails to meet the Performance Bonding Requirements specified in Service Criteria.</p> <p>In addition, Vendor's</p>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p>protection of the State.</p> <p>2. The State <b>shall</b> require additional performance bond protection when a contract price is increased or modified.</p> <p>3. The additional performance bond <b>must</b> be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request.</p> <p>The contractor <b>shall</b> notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation must be provided to the State with each required notice.</p>		<p>continued failure to meet Service Criteria, may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file and contract termination.</p> <p>Failure to provide is a breach of contract and may result in immediate contract termination.</p>
<p><b>Conflict of Interest Mitigation</b></p> <p>During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>The Vendor will be fined one thousand dollars (\$1,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan developed by the Vendor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>
<p><b>Transition Planning</b></p> <p>A. Transition Upon Contract Start If the successful vendor of this solicitation is one other than the current service provider, upon execution of a contract with DHS, the successful vendor <b>shall</b> initiate the transition of services from the current vendor and <b>shall</b> coordinate and participate in the transition of services from the current vendor as directed by DHS.</p> <p>B. Transition Upon Expiration or Termination</p> <p>1. The vendor <b>shall</b> accept all orders for processing up until the expiration or termination date of this contract, and <b>shall</b> complete and fulfill all accepted orders within nine (9)</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file.</p> <p>Final payment may be withheld from the vendor until all elements of the transition are satisfied as determined by DHS.</p>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p>months of the expiration or termination date of this contract, unless written authorization to cancel or transfer such orders is granted by DMS.</p> <p>2. The vendor may transfer accepted but unfulfilled orders to the next successful vendor at the expiration or termination date of this contract but <b>must</b> obtain written authorization from DMS in advance of any such transfer.</p> <p>3. In the event the vendor has performed work on any order approved by DMS for cancellation or transfer, the vendor may submit a claim for payment for any partial work performed on the order. The vendor <b>must</b> obtain written authorization from DMS in advance of any such claim payment submission. Payments <b>shall</b> be made at the rate(s) approved by DMS.</p> <p>4. Upon termination or expiration of this contract, the State will allow the vendor to remain as an active Arkansas Medicaid provider for the purposes of payment claims submission. The vendor <b>must</b> submit all claims for payment within twelve (12) months from the order completion date</p> <p>5. The payment of claims upon termination language contained within this section supersedes and controls as a special term over any standard terms and conditions that may be included elsewhere in the resulting contract.</p> <p>C. Transition Planning Ninety (90) days prior to the contract end date, the vendor <b>shall</b> submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.</p> <p>The transition plan <b>shall</b> include provisions for the delivery of all</p>		

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p>proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.</p>		
<p><b>Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.):</b></p> <ol style="list-style-type: none"> <li>1. Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request.</li> <li>2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS.</li> <li>3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A).</li> </ol> <p>Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. §25-19-101 et seq. for specific requirements.</p>	<p>Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time.</p> <p>Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>	<ol style="list-style-type: none"> <li>1. For each failure to meet performance standard, DHS may impose: <ol style="list-style-type: none"> <li>a. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or</li> <li>b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS.</li> </ol> </li> </ol> <p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>In addition to the above, Contractor shall be responsible for any penalties, fees, and costs imposed on DHS associated with vendor's failure to timely and</p>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
		<p>accurately provide the requested information and documents.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>

Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages.

In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to, or cure to the satisfaction of the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services of it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.

Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

---

<sup>i</sup> Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

<sup>ii</sup> The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.